

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF OREGON

In re Bank. No. 304-31605-elp11

Oregon Arena Corporation, Civil No. 05-857-HA

Debtor.

ORDER

HAGGERTY, Chief Judge:

In an Opinion and Order dated February 28, 2006, this court denied the appeal of the Order of the United States Bankruptcy Court for the District of Oregon holding that several agreements entered into between the City of Portland (the City) and Oregon Arena Corporation (OAC) constituted a single, indivisible contract. As the prevailing party in the appeal, the City filed a Motion for Award of Attorney Fees [798] in the amount of \$17,959 for fees incurred by the City related to the appeal.

The Bankruptcy Court determined previously that the prevailing party is entitled to attorney fees under the attorney fee provisions contained in the agreements at issue in this

case. United States Bankruptcy Court Letter Decision dated March 15, 2005 at 3-4. Appellant Portland Arena Management LLC (PAM) does not dispute that the prevailing party is entitled to attorney fees. However, PAM objects to an award of attorney fees by this court on the ground that an appeal of the February 28th Order has been filed with the Ninth Circuit Court of Appeals. This objection is without merit and is overruled. The fact that an appeal has been filed with the Ninth Circuit Court of Appeals does not prevent this court from ordering attorney fees.

PAM does not challenge the reasonableness of the fees submitted by the City. The court has reviewed the City's charges and finds them reasonable. Accordingly, attorney fees in the amount of \$17, 959 shall be paid to the City.

IT IS SO ORDERED.

DATED this 22 day of June, 2006.

/s/Ancer L.Haggerty
Ancer L. Haggerty
United States District Judge